

AGREEMENT

BETWEEN

BOROUGH OF FLEMINGTON

AND

**FRATERNAL ORDER OF POLICE LODGE #43/NJ STATE LABOR
COUNCIL INC.**

January 1, 2009 through December 31, 2011

**RUDERMAN & GLICKMAN, P.C.
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PREAMBLE

THIS AGREEMENT, made and entered into by the Borough of Flemington, Hunterdon County, New Jersey, this ____ day of _____, 2009 between the BOROUGH OF FLEMINGTON in the County of Hunterdon (hereinafter referred to as the "Borough" or the "Employer") and the FRATERNAL ORDER OF POLICE LODGE #43/NJ State Labor Council Inc. (hereinafter referred to as the "FOP") represents the complete and final understanding on all bargainable issues between the Borough and the FOP.

WITNESSETH:

WHEREAS, the Borough and the FOP recognize and declare that providing quality police protection for the Borough is their mutual aim; and,

WHEREAS, the FOP represents the entire membership of the regular Police Department of the Borough with the exception of the Chief of Police, Lieutenant and Sergeant, part-time and special duty officers, and represents no other employees of the Borough; and,

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Law of 1968 to negotiate with the FOP as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in their agreement.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

ARTICLE I

MANAGEMENT RIGHTS

A. The Borough of Flemington hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in its prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To use improved methods and equipments, to decide the number of employees needed for any particular time to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against an employee for just cause.

5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms that are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the Borough of Flemington.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinances.

ARTICLE II

RECOGNITION AND LODGE RIGHTS

The Borough hereby recognizes the FOP during the term of this agreement as the sole and exclusive representative of all full-time and regular members of the Police Department below the rank of Sergeant, excluding the Chief of Police, Lieutenant and Sergeant, part-time or special duty officers, and also excluding clerical employees, dispatching employees and all other employees of the Borough, for the purpose of collective negotiations with respect to the terms and conditions of employment.

ARTICLE III

POLICE OFFICERS' RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, every policeman has the right freely to organize, join and support the FOP and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so providing such right does not interfere with the performance of the police officers' duties.

B. Neither the Borough nor the FOP will discriminate against any police officer for the exercise or failure to exercise any other rights granted under Chapter 303, Public Laws of 1968.

C. A police officer shall have the right to inspect his personnel file by appointment made through the Chief of Police or his designated representative. The Chief or his designated representative shall be present during the inspection of such file. Upon request, copies of non-confidential matters in the police officers' personnel file will be furnished to the police officer.

ARTICLE IV

VACATIONS

A. Each employee shall be entitled to vacation time as follows:

1. Five (5) days, if employed and have completed six (6) months of service prior to August 1 in any particular year.

2. Ten (10) days shall be granted after one (1) year of continuous service before August 1 and through the fifth (5th) year of service.

3. Upon completion of the fifth (5th) year of service as of January 1 of any year, five (5) additional days shall be earned in addition to the ten (10) days earned pursuant to Section A.2.

4. Upon completion of the tenth (10th) year of service, twenty (20) days of vacation shall be earned.

5. Upon completion of the twentieth (20th) year of service, twenty-five days of vacation shall be earned.

6. If a holiday falls during the vacation period, the employee shall be entitled to an additional day of vacation.

B. Vacation periods shall be selected by the employee with the approval of the Chief in accordance with their rank and seniority provided, however, not more than

one (1) employee shall be on vacation at the same time without the permission of the Chief of Police.

C. All vacations shall be granted at annual salary rates of his/her base salary.

D. Vacation leave may be accumulated year-to-year provided, however, every member entitled to five (5) or more days of vacation must take at least five (5) days of vacation in every calendar year and provided further not more than five (5) days of vacation may remain unused and accumulated.

E. Terminated or departing employees, including voluntary quits, will be paid accumulated vacation time within thirty (30) days after the employee's last day of employment at the rate at which said vacation was earned but in any event not before the Chief of Police has certified, in writing to the Borough Council, that all articles of clothing and equipment have been reimbursed or otherwise accounted for. Reimbursement may be in the form of deductions from accumulated pay.

F. Vacation pay shall always be made at the rate which it was earned regardless of the dates on which vacation time is actually taken.

G. An employee shall have the right to receive compensation in the form of monies, for vacation earned as

a substitute to actually taking the time off, subject, however, to the limiting conditions set forth in Section E above, and subject to the further restriction that the rates applied under this section shall be straight and not overtime rates.

H. Accrued time will be paid to the employee by the second pay period in January following the year the time was accrued.

ARTICLE V

HOLIDAYS

A. Any employee who works the following designated holidays shall receive pay at the rate of two times his regular hourly salary for each of the following holidays:

New Year's Day
Martin Luther King's Birthday
Federal Lincoln's Birthday
Federal Washington's Birthday
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day
Three (3) religious holidays per Article V,
Section D.
Any holiday designated by the Mayor and Council

B. An employee who works on a holiday shall receive compensatory time off on an hour-for-hour basis for all such hours actually worked on that holiday. Hours worked beyond eight (8) hours on a holiday shall be compensated with time and one half compensatory time.

C. Any employee who is not working on a holiday because it is his regularly scheduled day off shall have the right to be paid, or at his option, take equivalent time off with pay at his regular hourly rate.

D. The religious holidays, Christmas, Good Friday and Easter, are allowed as holidays, with an equal number

of days off to be permitted to persons of a faith that do not recognize Christmas, Good Friday and Easter, the designation of the day to be established by the customs, laws and traditions operative within such faith. The total number of religious holidays permitted any employee shall not exceed three per year.

E. The word "holiday" shall mean the actual holiday and not the day an actual holiday is observed.

F. Effective 2009 and upon signing of this agreement the amount of hourly compensation equaling eight (8) hours pay for one (1) holiday will be added to the base salary to create an adjusted base salary.

G. Effective January 2010 an amount equaling the amount of hourly compensation of sixteen (16) hours pay for two (2) holidays will be added to the base salary to create an adjusted base salary.

H. Effective January 2011 an amount equaling the amount of hourly compensation of twenty-four (24) hours pay for three (3) holidays will be added to the base salary to create an adjusted base salary.

I. Section(s) F, G & H deal with the financial compensation only and no other consideration or compensation for the holidays as specified in this Article.

ARTICLE VI

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

A. Leave of Absence

1. Military Leave

a. Any regular employees who is called into active service, or who volunteers for service, whether such service be active or reserve, shall be given a leave absence for, and will accumulate seniority during such period of service. Said period is not to exceed one (1) year unless in time of war, and during such absence, the Borough shall not be obligated to compensate the employee.

b. Within thirty (30) days of termination of such service, he/she will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment provided, however, he/she has not been dishonorably discharge.

c. Any regular employee required to be absent from work because of annual active duty training shall receive from the Borough the difference between the employee's full rate of pay as set forth in this contract less the military pay the employee earns during such absence is. In the event the military pay earned by the employee during such absence is equal or grater than that to which the employee is entitled hereunder, the Borough

shall not be obligated to compensate the employee during duty training. In no event shall the Borough be required to compensate any employee under this Section for a period of time greater than fifteen (15) calendar days in any calendar year.

2. Leave Without Pay

a. The Borough, upon written request of an employee, thirty (30) days in advance shall grant a leave of absence not to exceed two (2) months without pay to the said employee. It is understood that "without pay" means without any expense to the municipality and if said employee so selects, benefits may be continued at the expense of the employee. Upon further written request of an employee, not less than thirty (30) days in advance, the Borough may grant additional leave time of up to four (4) months without pay as defined above.

b. Seniority of employee shall not accumulate during such leave.

c. No more than one (1) employee covered under this Agreement at any one time may be on a leave of absence and no employee may request more than one (1) such leave in any five (5) year period. In the event two (2) or more employees shall request a leave of absence without pay,

seniority shall determine which employee shall be entitled to the leave of absence.

B. Sick Leave

1. Sick leave means the absence of an employee because of illness. Such leave may be permitted for attendance upon a member of his family who is seriously ill, if the Chief's permission is obtained.

2. Sick leave shall accrue to the employee after six (6) months of completed service on the basis of one (1) working day per month during the first calendar year of employment after initial employment with a limit of ten (10) days per year and ten (10) working days in every calendar year thereafter.

3. Sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year-to-year to be used for the employee's illness, provided, however, that the employer shall never be obligated to pay more than thirty (30) days sick leave.

4. Upon retirement from the Police department pursuant to the provisions of the Police and Firemen's Retirement System, accumulated sick leave not to exceed ten thousand dollars (\$10,000.00) shall be redeemable at the time of employee's retirement for all Officers hired after January 1, 1998. Employees hired prior to January 1, 1998

may not exceed six (6) months of their annual salary at retirement. The employee may, at his/her option, take compensatory time off without pay instead of being paid accumulated sick time.

5. If an employee is absent for reasons that entitle him to sick leave, his superior shall be notified no later than commencement of the scheduled shift of the day to be taken if possible.

6. After absence of an employee exceeding five (5) consecutive working days because of his personal illness, the employee shall produce a doctor's statement describing the nature of the illness and the reason or reasons why the employee should not return to work. Where the employee is absent for five (5) consecutive working days as a result of attendance upon a member of his family who is seriously ill, a doctor's statement shall be produced, which statement shall describe the nature of the illness.

7. The Borough may require proof of illness of employee on leave, whenever such requirement appears reasonable. Abuse of sick leave will subject an employee to disciplinary action.

C. Other Leave

1. Personal Leave

a. Employees covered under this Agreement shall receive non-accumulative leave for the purpose of conducting personal business as follows:

(1) After four (4) months of employment - 1 day

(2) After eight (8) months of employment - 2 days

(3) After one (1) year of employment - 4 days

b. Request for personal leave shall be submitted in writing not less than twenty-four hours (24) in advance and is subject to approval by the Chief.

c. The employee shall receive his regular rate of pay for this time.

2. Leave for FOP Meetings

One officer of FOP Lodge #43 shall be granted leave from duty with pay to attend regularly scheduled meetings of the Lodge, when such meetings take place at a time when such employees are scheduled to be on duty. If, during the duration of this contract there are two (2) officers of the Lodge scheduled to work, then the officer with the most seniority shall be given first preference to take time off, as described above, to attend said meeting (seniority shall mean seniority with the Department). The President and Delegate will be permitted to attend State and National FOP conventions by rearranging

schedules. The Borough agrees to grant time off, as provided by State Statute, to any employee designated by the Lodge to attend State and national meetings or conventions, provided sixty (60) days written notice is given to the Chief of the Department by the Lodge.

3. Educational Leave.

a. Employees covered under this Agreement matriculated in programs leading to a degree in police science or criminal justice may request an alteration of their work schedule to permit attendance at classes. Such alteration is subject to the approval of the Chief of Police.

b. For purposes of Section 3.a. above, "approved institutions" shall include, but not be limited to, those school accredited by the Middle States Association of Colleges and Secondary School, or S.L.E.P.A. approved schools, or the New Jersey State Police approved schools, or other schools recognized by approved law Enforcement Agencies.

c. the employer shall reimburse tuition to each employee for each credit earned pursuant to Section 3.b. above, so long as the grade of C or better is received for that credit. The employer's responsibility to reimburse tuition shall only be for credits earned after

January 1, 1982. The maximum tuition reimbursement shall not exceed the per credit tuition of Rutgers University.

4. Funeral Leave

Paid funeral leave up to five (5) days will be given for a death in the immediate family of an employee. Immediate family shall consist of father, mother, sister, brother, father-in-law, mother-in-law or any other relative living with said employee. Paid funeral leave of up to five (5) days shall be given for the death of an employee's child or spouse. Upon request, the Chief may extend the paid funeral leave for the death of an employee's child or spouse for up to five (5) additional days at the sole discretion of the Chief of Police. Paid funeral leave of not more than three (3) day may be given for the death of any other relative of the employee at the sole discretion of the Chief of Police. In each of the foregoing cases, the days of leave shall be consecutive, one of which shall be the day of death or day of funeral.

ARTICLE VII

INSURANCE

A. The Borough agrees to continue in full force and effect a health insurance program with a ten percent (10%) dependent co-pay provision. Each member of the bargaining unit who elects to have member of his family covered by such insurance shall pay an amount equal to ten percent (10%) of the cost of such coverage. The cost to be paid by the collective bargaining unit member shall be deducted from his pay check.

B. The Borough agrees to continue in full force and effect a drug prescription card under the present terms and conditions as follows:

1. The card shall be for the exclusive use of the collective bargaining member and his/her eligible immediate family members; and

2. Each member of the collective bargaining unit shall pay an amount equal to ten percent (10%) of the cost of such coverage which shall be deducted from his paycheck; and

C. The Borough, at its expense, shall provide all employees covered by this Agreement with a comprehensive liability and accidental death and dismemberment insurance policy.

D. The Borough reserves the right to change insurance carriers and/or plans or to self-insure so long as in the aggregate substantially similar benefits are provided.

E. The Borough shall contribute \$3,000.00 annually (payable directly to the carrier) toward the cost of a dental plan. Any costs in excess of this annual contribution shall be paid by the FOP and/or the employees.

F. Prescription Benefit - \$5.00 Generic; \$15.00 Brand Name; \$35.00 Special.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Tour of Duty

a. Employees in the Patrol Division

(1) The Chief of Police will consult with the FOP regarding the number and hours of all shifts.

(2) The Chief of Police need not consult with the FOP regarding shift schedule upon declaration of an emergency by the Mayor, Police Commissioner or Chief of Police.

(3) Employees in the Patrol Division shall work a shift schedule as assigned by the Chief of Police.

b. Employees in Plain Clothes Division

Employees shall work a shift schedule as assigned by the Chief of Police.

c. Work Schedule

Employees shall work in accordance with schedules posted on a monthly basis by the Chief of Police.

B. Overtime

1. Overtime shall be paid to any employee when he is required to work in excess of a completed eight (8)

hour tour on a regularly scheduled day off, or for any purpose stated below.

2. Employees shall be paid compensation at the rate of one and one-half (1-1/2) times their regular hourly rate only when required to work in excess of fifteen (15) minutes before and fifteen (15) minutes after a shift.

C. Call-In

Whenever an employee is called to perform overtime duty when he is already off duty, he shall be paid a minimum of three (3) hours overtime provided such time is not contiguous to the employee work day in which case the employee shall be paid at time and one-half (1-1/2) for the hours worked until the start of the employee's work day and then paid at straight time.

D. Court Appearance.

1. Should it become necessary for an Officer to appear in Superior, County, Municipal or other Court on official business during other than his regularly scheduled duty time, such employee shall receive compensation for such appearance at time-and-one-half. An officer will be compensated a minimum of two (2) hours (three (3) hours effective July 1, 2006) for his/her appearance in any court or hearing arising out of their duties as an officer.

2. Transportation to and from all courts outside of the Borough shall be provided by the Borough. Personal vehicles shall be used as in Article X, Section B, if a police vehicle is unavailable. No unauthorized personnel shall be allowed in a Borough vehicle.

E. Payment for Overtime

1. Payment for overtime shall be made to an employee on a monthly basis, during the first pay period of the next succeeding month after which the overtime was earned unless the employee wishes to be paid in a different manner. An employee wishing to be paid in a different manner shall make other arrangements for payment with the Chief of Police.

2. Overtime shall not be earned unless approved prospectively or retrospectively by the Chief of Police. Such approval shall not be unreasonably withheld.

ARTICLE IX
COMPENSATION

A. The rate of compensation shall be paid on a yearly basis, payable bi-weekly, but only during the period of time each employee is actually employed and entitled to compensation shall be pursuant to Schedule A.

B. Any employee serving as a detective shall receive an amount equal to five hundred dollars (\$500) in the year 2009 and seven hundred fifty dollars (\$750) in 2010.

C. Additional compensation for serving as a detective shall be \$500.00 per year, and this amount shall be added to the base salary. (\$750.00 effective January 1, 2010). Any employee assigned or promoted to Corporal shall receive an amount equal to six hundred dollars (\$600) in the year 2009 and seven hundred fifty dollars (\$750) in the year 2010.

D. Effective upon signing of this Agreement all employees covered by this agreement shall receive the following compensation for work done outside of their normal scheduled or assigned police functions for private contractors or corporations.

- 1) Outside traffic detail rate of sixty (\$60) dollars per hour.
- 2) Outside security detail rate of forty (\$40) dollars per hour.

It is understood that the Borough of Flemington may choose an administrative fee and/or an equipment fee above the hourly rate earned by an employee covered by this Agreement. The Borough of Flemington shall create or modify an ordinance reflecting the rates as outlined in this section.

ARTICLE X

OTHER BENEFITS

A. Legal Benefits

1. An employee shall be entitled to legal benefits in an action or legal proceeding arising out of or incidental to the performance of his duties in accordance with R.S. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality, shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

2. If the employee is entitled to the services of an attorney under Section 1 hereof, the Borough shall elect an attorney to provide legal service to him. If the employee is unsatisfied, he will be permitted to retain, at his own expense, private counsel.

3. Where the employee under Section 2 hereof selects private counsel and where pursuant to the provisions of

Section 1 hereof, the Borough shall be obligated to pay the cost of such services, the Borough shall reimburse the employee an amount which the Borough Attorney, after consultation with the Borough Council, decides is equal to the fee which would have been charged by him in reasonably disposing of the matter.

B. Reimbursement Benefits

Whenever a regular employee shall be required to discharge his duties outside of the Borough, any expenses incurred by reason thereof shall be reimbursed by the Borough. Reimbursement shall be made, but not limited to the following instances:

1. Meals;
2. Traveling expenses including lodging, if necessary;
3. Parking fees and tolls;
4. If a private automobile is to be used, mileage from Police Headquarters to the point in question and return to Police Headquarters shall be reimbursed to the employee at the rate of thirty cents (30¢) per mile; and
5. Any other expenses reasonably incurred in serving outside the Borough.

C. Acting Officers

Any employee covered by this Agreement who shall have been directed by the head of the Police Department to act in the capacity of a supervisory officer for a continuous period of two (2) weeks or more shall be compensated at the supervisory officer's rate for all such time.

D. Clothing and Equipment

1. Each regular employee shall receive the uniforms and equipment as listed in Schedule I.

2. The Borough shall replace items which, through either normal wear, damage or destruction while in the line of duty, shall become unserviceable.

3. The employee shall work in immaculate dress and be subject to spot inspection by any ranking member of the Police Department.

4. Any regular employee assigned to Plain Clothes for more than eight (8) months in any calendar year shall receive a clothing allowance of four hundred dollars (\$400) per year.

5. The Employer shall allot nine hundred dollars (\$900) to each employee per year for the cost of cleaning and dry cleaning of dress. The payment shall be paid quarterly at two hundred twenty-five (\$225) commencing

on the 15th day of March, 1998 and on every third month thereafter during the term of the contract.

6. All property issued by the Borough shall remain the property of the Borough to be used only when serving the police functions of the Borough.

E. Clothing and Equipment Schedule

1. One (1) 9 mm semi-automatic with appropriate holster and cartridge carrier.

2. One (1) handcuff case with handcuffs.

3. One (1) night stick (baton) with belt holder.

4. One (1) container of "Mace" with belt holder.

5. One (1) riot helmet with face shield.

6. Six (6) pair trousers.

7. Four (4) long sleeve shirts and four (4) short sleeve shirts.

8. Three (3) ties.

9. Two (2) pair shoes.

10. One (1) hat with strap.

11. One (1) raincoat with waterproof hat cover.

12. One (1) pair pull-over boots.

13. One (1) overcoat.

14. (2) badges (clip type).

15. One (1) badge (screw post type).
16. One (1) miniature badge (clip type).
17. One (1) identification case with credentials.
18. Two (2) flashlights will be provided in each patrol car.
19. Batteries for the above- as needed.
20. One (1) pair coveralls to be kept at headquarters.
21. One (1) pair black leather gloves.
22. One (1) pair white leather gloves.
23. Service ammunition shall be provided as needed but in quantity, not less than one (1) box per year.
24. Sufficient practice ammunition and targets will be maintained at headquarters.
25. One (1) full length wall-type locker with padlock and key.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Definition of Grievance

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the manner noted below.

B. Steps of the Grievance Procedure

STEP 1: An individual employee may take up his or her grievance with the Chief of Police within fifteen (15) (calendar days after the event giving rise to the grievance. The Chief of Police shall attempt to adjust the matter and shall respond to the individual employee or his representative within (5) working days thereafter. If the grievance or dispute is not taken up at this step within fifteen (15) days of its occurrence it will be deemed untimely.

STEP 2: If the grievance has not been settled, it may be presented, in writing, by the FOP or the individual to the Police Commissioner within ten (10) days after the ruling of the Chief of Police. The Police Commissioner shall respond to the individual or the FOP, in writing, within (14) days after submission. If the grievance or dispute is not taken up at this step, within

(10) ten days after the ruling of the Chief of Police its shall be deemed abandoned.

STEP 3: If the grievance has not been settled, it may be presented, in writing, by the FOP or the individual to a Police Committee fifteen (15) days after the ruling of the Police Commissioner. The Committee shall respond to the individual or FOP, in writing, fourteen (14) days after submission. If the grievance or dispute is not taken up at this step within fifteen (15) days after the ruling of the Police Commissioner, it shall be deemed abandoned.

STEP 4: If the grievance has not been settled, it may be presented, in writing, by the FOP or the individual to the Flemington Borough Council within (15) days after ruling of the Police Committee. The Borough Council shall respond to the individual or FOP, in writing, within fourteen (14) days after submission. If the grievance or dispute is not taken up at this step within fifteen (15) days after the ruling of the Committee, it shall be deemed abandoned.

STEP 5: If the grievance is still unsettled, the FOP may, within fifteen (15) days after the ruling or the Borough Council, request arbitration by written notice to the Council. If arbitration is not so requested within

fifteen (15) days after the ruling of the Borough Council, the grievance or dispute shall be deemed abandoned.

An arbitrator shall be selected by the parties from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Commission.

1. Unless the parties agree otherwise, no more than one (1) issue (aside from the issue of arbitrability) shall be presented to an arbitrator in any single case.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

4. The decision of the arbitrator shall be in writing with the reasons thereof and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.

5. Either the Borough or the FOP may waive any of steps of the grievance procedure, but said waiver can

only be done in writing with the consent of the other party in question.

6. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to expand or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XII

RETENTION OF BENEFITS

A. The benefits provided for in this Agreement as well as those benefits provided for by Borough Ordinances will be maintained and continued during the term of this Agreement.

B. Proposed new rules or modifications of existing rules, whether written or unwritten, governing working conditions, shall be adopted by the Borough only after thirty (30) days notice to the FOP of the intention of the Mayor and Council to adopt such rules or modifications. For the purpose of this Agreement, it is agreed that the Mayor and Council are authorized to adopt rules governing matters of general policy and of indefinite duration. The Chief is authorized to make such decisions as are necessary on a day-to-day basis or under emergency conditions which do not conflict with this Agreement or rules adopted by the Mayor and Council and have limited application. It is understood that "tactical" decisions will have to be made by the Chief, but that "policy" decisions may only be made by the Mayor and Council and the Police Commissioner as the authorized representative of the Mayor and Council.

ARTICLE XIII

PRINTING OF AGREEMENT

The Borough will reproduce this Agreement in sufficient quantities so that each employee in the negotiations' unit may receive a copy, plus additional reserve copies for distribution to employees hired during the term of this Agreement.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

DUES DEDUCTION AND AGENCY FEES

Section 1: Agency Shop:

The Flemington Police Corporal's Police Officers, and Detectives unit for FOP Lodge #43 has organized in accordance with the provisions of NJSA 34:13A-5.32 and established that the collective bargaining agreement shall be by majority representative. The majority representative has been established as the Flemington Corporals, Police Officers and Detectives unit commonly known as FOP Lodge #43 and the FOPNJ Labor Council.

Section 2: Dues Payment and Deductions

A. For all employees covered by this collective bargaining agreement the Borough of Flemington agrees to deduct from the salaries of those employees subject to the agreement, dues for the association. Such deductions shall be made in compliance with NJSA 52:14-15.9e and as amended by NJSA 34:13A-5.6.

B. A check off shall commence for each employee who signs an authorization card supplied by the association, and verified by the Borough's CFO during the month following the signing of such card with the Borough.

C. If during the term of this agreement there shall be any changes in the rate of membership dues, the unit

shall notify the Borough with written notice thirty (30) days prior to the effective date.

D. The Borough agrees to deduct the representation fee in lieu of dues from the earnings of those employees covered by this agreement who elect not to be a member of FOP Lodge #43 and the FOP NJ Labor Council. The Borough will transmit that fee to the majority representative pursuant to NJSA 34:13A-5.5, 5.6 and 5.8.

E. The fair share representation fee is set at eighty-five (85%) percent of all dues and assessments.

F. Prior to January 1st and July 1st of each year the FOP unit shall provide advance written notice to NJ PERC, the Borough of Flemington, and to all employees covered by this agreement, the information to compute the fair share fee for service.

G. The FOP shall indemnify, defend and hold harmless against any and all claims, or demands that may arise out of reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information furnished by the FOP.

ARTICLE XVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

ARTICLE XVII

DURATION

A. This Agreement shall be effective from January 1, 2009 through December 31, 2011. Any changes in salary or other economic benefits will apply only to those Police Officers in the employ of the Borough as of the date of signing of this Agreement. Either party wishing to terminate, amend or modify this Agreement after December 31, 2011 must do so by giving written notice to the other party, no more than one hundred twenty (120) days and no less than ninety (90) days prior to December 31, 2011.

B. In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before aforementioned ninety (90) calendar days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

IN WITNESS WHEREOF, the parties have hereunto affixed
their hands and seals, the date and year first written
above.

BOROUGH OF FLEMINGTON

By: _____
Mayor Robert B. Hauck

ATTEST:

FRATERNAL ORDER OF POLICE LODGE #43

By: _____
President, FOP

SCHEDULE A

Salaries for the period of January 1st 2009 through December 31st 2011 include a 2.5% increase in year 2009, a 2.5% increase in 2010 and a 3% increase in 2011. In addition to those increases an amount of "holiday pay" previously been paid separately is now part of the adjusted base pay for each employee with all applicable deductions and paid on a bi-weekly basis.

	<u>2009 - (2.5%)</u>	<u>2010 - (2.5%)</u>	<u>2011 - (3%)</u>
START	\$42,684	\$44,087	\$45,934
AFTER ACADEMY	\$46,952	\$48,462	\$50,492
AFTER 1 YEAR	\$51,221	\$52,906	\$55,122
AFTER 2 YEARS	\$55,489	\$57,313	\$59,713
AFTER 3 YEARS	\$59,758	\$61,723	\$64,308
AFTER 4 YEARS	\$64,026	\$66,132	\$68,902
AFTER 5 YEARS	\$68,296	\$70,542	\$73,496
AFTER 6 YEARS	\$72,851	\$75,246	\$78,397
CORPORAL	\$73,824	\$76,252	\$79,446